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A Professional Corporation

Fax Transmission | March 16, 2000

Time: 3:00PM

TO: Assistant Commissioner for
Patents
Attn: Examiner Cano
Patent Examining Corps
Facsimile Center
Washington, D.C. 20231

FROM: Mark DiPietro

OUR REF: 163.1239US11
TELEPHONE:

Total pages, including cover letter: 13

PTO FAX NUMBER 1-703.305.3602**OFFICIAL**

If you do NOT receive all of the pages, please telephone us at 612.371-5375, or fax us at 612.332.9081.

Title of Document Transmitted: Terminal Disclaimer & Certificate
Applicant: Timothy A. Gutzmann et al.
Serial No.: 09/368,452
Filed: 09/03/99
Group Art Unit: 1721
Our Ref. No.: 163.1239US11

Please charge any additional fees or credit overpayment to Deposit Account No. 13-2725.

By: Mark DiPietro
Name: Mark DiPietro
Reg. No.: 28,707

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office on the date shown below.

Darlene M. Stack

Darlene M. Stack
Signature

March 16, 2000
Date

Hef

S/N 09/368,452PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Timothy A. Gutzmann et al.	Examiner:	Not Assigned
Serial No.:	09/368,452	Group Art Unit:	1721
Filed:	09/03/99	Docket No.:	163.1239USH
Title:	TREATMENT OF MEAT PRODUCTS		

TERMINAL DISCLAIMER TO OBVIATE
A DOUBLE PATENTING REJECTION

Assistant Commissioner for Patents
Washington, D.C. 20231

OFFICIAL

Dear Sir:

Petitioner, Ecolab Inc., a corporation organized and existing under the laws of the State of Delaware and having its primary place of business at Ecolab Center, St. Paul, Minnesota 55102, in the county of Ramsey, and the state of Minnesota represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 09/368,452, filed on August 3, 1999 and entitled TREATMENT OF MEAT PRODUCTS, by virtue of our assignments dated 23 to 28 September 1999 (copy attached). Attached herewith is a Certificate under 37 C.F.R. § 3.73(h) establishing Ecolab's right as assignee to take action.

Petitioner, Ecolab Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,010,729 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,010,729, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

Petitioner, Ecolab Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. serial No.09/419.019 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. serial No.09/419.019, this agreement to run with any patent granted on the above identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above -identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of either a patent arising from U.S. serial No.09/419.019 or United States Patent No. 6,010,729, in the event that any such issued patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date:

16 Mar '00Mark A. Patis

K:\CLIENTS\00000163\1239\US11\terminaldisclaimer.doc

THE STATEMENT BELOW IS FOR OFFICE USE ONLY

In accordance with the decision granting the petition filed on _____, this terminal disclaimer is accepted. The period of patent lapse specified above has been accepted as equivalent to _____ months.

Petitions Examiner

S/N 09/368,452

PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Timothy A. Gutzmann et al.	Examiner:	Not Assigned
Serial No.:	09/368,452	Group Art Unit:	1721
Filed:	09/03/99	Docket No.:	163.1239US11
Title:	TREATMENT OF MEAT PRODUCTS		

OFFICIALCERTIFICATE UNDER 37 C.F.R. § 3.73(b)

Ecolab Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at Ecolab Center, St. Paul, Minnesota 55102, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of An assignment from the inventor(s), of the patent application identified above. The assignment has not yet been recorded in the Patent and Trademark Office for which a copy is attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 16 Mar 00By: Mark DiPietro
Name: Mark DiPietro
Title: Attorney of Record

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G-163.1239US11

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Timothy A. Gutzmann
Brian J. Anderson
Bruce R. Cords
Lawrence A. Grab
Edward H. Richardson

Pamela Reed McKay

2. Name and address of receiving party(ies):

Ecolab Inc.
Ecolab Center
St. Paul, Minnesota 55102

OFFICIAL

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: September 23, 1999; September 28, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

09/368,452

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark DiPietro
Address: Merchant & Gould P.C.
3100 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-4131

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark DiPietro

Name of Person Signing

Mark DiPietro
Signature

December 3, 1999

Date

Total number of pages including cover sheet, attachments, and documents: 7

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ORIGINAL

M&G 163.1239US11

ASSIGNMENT

WHEREAS, we, Timothy A. Gutzmann, residing at 616 Crimson Leaf Court, Eagan, Minnesota 55123, Brian J. Anderson, residing at 4170 Chowen Avenue North, Robbinsdale, Minnesota 55422, Bruce R. Cords, residing at 2893 96th Street East, Inver Grove Heights, Minnesota 55077, Lawrence A. Grab, residing at 9271 Duckwood Trail, Woodbury, Minnesota 55125 and Edward H. Richardson, residing at 4100 Monroe Street Northeast, Columbia Heights, Minnesota 55421, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on August 3, 1999, application Serial No. 09/368,452 which is entitled THE TREATMENT OF MEAT PRODUCTS.

AND WHEREAS, Ecolab Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at Ecolab Center, St. Paul, Minnesota 55102 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said

improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28 day of September, 1999.

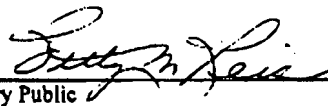


Timothy A. Gutzmann

STATE OF Minnesota)
COUNTY OF Dakota) ss.

On this 28 day of September, 1999, before me personally appeared Timothy A. Gutzmann to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.





Notary Public

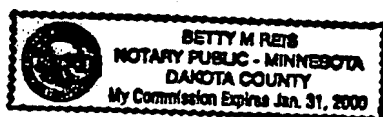
IN TESTIMONY WHEREOF, I have hereunto set my hand this 28 day of
September, 1999.

Brian J. Anderson
Brian J. Anderson

STATE OF Minnesota) ss.
COUNTY OF Dakota)

OFFICIAL

On this 28 day of September, 1999, before me personally appeared Brian J. Anderson to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



Betty M. Reis
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28 day of
September, 1999.

Bruce R. Cords
Bruce R. Cords

STATE OF Minnesota) ss.
COUNTY OF Dakota)

On this 28 day of September, 1999, before me personally appeared Bruce R. Cords to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



Betty M. Reis
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28 day of

September, 1999.

Lawrence A. Grab
Lawrence A. Grab

STATE OF Minnesota)
COUNTY OF Dakota) ss.

On this 28 day of September, 1999, before me personally appeared Lawrence A. Grab to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



Betty M. Reib
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28 day of

September, 1999.

Edward H. Richardson
Edward H. Richardson

STATE OF Minnesota)
COUNTY OF Dakota) ss.

On this 28 day of Sept, 1999, before me personally appeared Edward H. Richardson to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



Betty M. Reib
Notary Public

M&G 163.1239USII

ASSIGNMENT

WHEREAS, I, Pamela Reed McKay, residing at 1 Brouwersstraat Bus 19, B3000 Leuven, Belgium, made certain new and useful inventions and improvements for which I filed an application for Letters Patent of the United States on August 3, 1999, application Serial No. 09/368,452 which is entitled THE TREATMENT OF MEAT PRODUCTS.

AND WHEREAS, Ecolab Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at Ecolab Center, St. Paul, Minnesota 55102 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, I have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and I do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, I do hereby agree that I and my executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore I covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

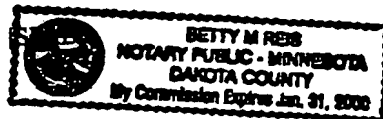
IN TESTIMONY WHEREOF, I have hereunto set my hand this 23rd day of

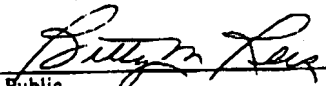
September, 1999.


Pamela Reed McKay

STATE OF Minnesota)
COUNTY OF Dakota) ss.

On this 23 day of September, 1999, before me personally appeared Pamela Reed McKay to me known and known to me to be the person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same for the uses and purposes therein set forth.




Notary Public